



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 12, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 February 12, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AWARD OF CONTRACTS FOR TRASH-FREE CHANNEL SERVICES - EAST AND WEST AREAS (SUPERVISORIAL DISTRICTS 1, 3, 4, AND 5) (3 VOTES)

SUBJECT

This action is to award contracts for Trash-Free Channel Services in the Los Angeles County Flood Control District's east and west maintenance areas.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contracts for Trash-Free Channel Services – East Area, in the annual sum of \$267,458, which includes \$34,886 for disposal fee reimbursement; and for Trash-Free Channel Services - West Area, in the annual sum of \$235,207, which includes \$30,679 for disposal fee reimbursement, to Woods Maintenance Services, Inc. These contracts will be for a term of one year commencing on April 1, 2013, with four 1-year renewal options and a month-to-month extension up to six months for a maximum potential term of 66 months and a potential maximum contract sum of \$1,471,019 for the East Area and \$1,293,639 for the West Area.
3. Authorize the Director of Public Works or her designee to annually increase the contracts' amount up to an additional 10 percent of the annual contracts sum for unforeseen, additional work within the scope of the contracts, if required, and to adjust each of the annual contract sums for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

4. Authorize the Director of Public Works or her designee to execute these contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, Woods Maintenance Services, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed and intermittent trash and debris removal service at various flood control channel facilities within the eastern and western portion of Los Angeles County. The work to be performed will consist of patrolling the service areas and removing all trash and debris as needed from various flood control channels in the Los Angeles County Flood Control District's east and west maintenance areas mostly during the nine driest months of each year, normally from April through December. The Department of Public Works (Public Works) has contracted for these services since 2002.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These two contracts are for the annual amount of \$267,458 for the East Area, which includes \$34,886 for disposal fee reimbursement to the contractor for each contract term and the annual amount of \$235,207 for the West Area, which includes \$30,679 for disposal fee reimbursement to the contractor for each contract term. The annual contract sum for each contract may be adjusted for each option year to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on the unit prices and hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Public Works successfully negotiated with the contractor to reduce their unit prices resulting in an estimated annual savings of \$8,784 (\$6,912 for the East Area and \$1,872 for the West Area) without adding extension years or reducing service.

Funding for these services are included in the Fiscal Year 2012-13 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contracts' optional years, cost-of-living adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for the East and West Areas is Woods Maintenance Services, Inc.,

located in North Hollywood, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. These contracts will commence on April 1, 2013, for a period of one year. With the Board's delegated authority, the Director of Public Works (Director) or her designee may renew these contracts for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.

These contracts will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing the contracts, the contractor will sign and County Counsel will review them as to form. The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on September 5, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not Proposition A contracts (Los Angeles County Code, Chapter 2.121).

These contracts include a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality

Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On September 6, 2012, Public Works solicited proposals from 252 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On October 10, 2012, four proposals were received for each of the east and west maintenance areas. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified due to failure to comply with the RFP's minimum mandatory requirements. The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of three Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated, apparent responsive, and responsible proposer, Woods Maintenance Services, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

2/12/2013

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR

TRASH-FREE CHANNEL SERVICES – EAST AREA (2012-AN034)

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 10, 2012, hereby agrees to provide services as described in this Contract for Trash-Free Channel Services – East Area.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Maps of Channels for the Flood Control Facilities in the East Area; Exhibit G, Maps of Channels for the Flood Control Facilities in the West Area; Exhibit H, Diagram of Channel Right of Way, Exhibit I, Trash-Free Channel Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1A, an amount not to exceed \$267,458, which includes \$34,886 for disposal fees for the initial contract term and each contract option year, if exercised, or such greater amount as the Board may approve (Maximum Contract Sum).

Public Works will reimburse the CONTRACTOR for dump fees incurred during the contract term. The CONTRACTOR shall submit all waste disposal receipts obtained from the landfill on a monthly basis to the Contract Manager. The CONTRACTOR shall be reimbursed by Public Works for all dump fees based upon the receipts submitted.

FOURTH: This Contract's initial term shall be for a period of one year commencing on April 1, 2013. The County shall have the sole option to extend this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis,

upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1A, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average

monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through I, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

WOODS MAINTENANCE SERVICES,
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SAMPLE AGREEMENT FOR

TRASH-FREE CHANNEL SERVICES – WEST AREA (2012-AN034)

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 10, 2012, hereby agrees to provide services as described in this Contract for Trash-Free Channel Services – West Area.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Maps of Channels for the Flood Control Facilities in the East Area; Exhibit G, Maps of Channels for the Flood Control Facilities in the West Area; Exhibit H, Diagram of Channel Right of Way, Exhibit I, Trash-Free Channel Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.2A, an amount not to exceed \$235,207, which includes \$30,679 for disposal fees for the initial contract term and each contract option year, if exercised, or such greater amount as the Board may approve (Maximum Contract Sum).

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COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

WOODS MAINTENANCE SERVICES,
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD870
Bid Title : Trash-Free Channel Services - East and West Areas (2012-AN034)
Bid Type : Service
Department : Public Works
Commodity : GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE
Open Date : 9/6/2012
Closing Date : 10/3/2012 5:30 PM
Bid Amount : \$ 540,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Trash-Free Channel Services – East and West Areas (2012-AN034). The total annual contract amount of this service is estimated to be \$290,000 for the East Area and \$250,000 for the West Area. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Janet Lee at (626) 458 7167, jalee@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Each area (East Area and West Area) will be awarded and evaluated independently. Proposers may submit a proposal for either or both areas. The proposal must specify the area(s) it is submitted for. A Work Plan must be customized for each area.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer or its managing employee must have a minimum of three years of experience providing trash disposal services similar to the service being solicited.
2. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH). Proposers and/or its subcontractors who do not possess the permit at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to proposer for permit fees along with a copy of proof of payment such as a cashier check, money order, or cancelled check (transpired beyond five days).

A Proposers' Conference will be held on Wednesday, September 19, 2012, at 9:30 a.m. at Longden Yard, 160 East Longden Avenue, Irwindale, California 91706. A walk through will be conducted after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, October 3, 2012, at 5:30 p.m. Please direct your questions to Ms. Lee at (626) 458-7167.

Contact Name : Ms. Janet Lee
Contact Phone# : (626) 458-7167
Contact Email : jalee@dpw.lacounty.gov
Last Changed On : 9/6/2012 7:45:08 AM

[Back to Last Window](#)